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LIVEWIRECYBER, INC., dba HS2 Academy

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

COUNTY OF LOS ANGELES

LIVEWIRECYBER, INC., dba, as  
HS2 Academy,

Plaintiff,

v.

NEAL IVAN LEE; YOUNG  
SCHOLARS INSTITUTE LLC,  
Defendants.

CASE NO. 2:17-cv-645

**COMPLAINT FOR DAMAGES  
AND INJUNCTIVE RELIEF**

**JURY TRIAL DEMANDED**

**INTRODUCTION**

Plaintiff LIVEWIRECYBER, INC., for its Complaint for damages and injunctive relief against Defendants NEAL IVAN LEE and YOUNG SCHOLARS INSTITUTE LLC, state the following:

**PARTIES**

1. Plaintiff LIVEWIRECYBER, INC., dba HS2 Academy (hereinafter “Plaintiff” or “HS2,” is, and at all times relevant hereto, was a California Corporation, with its principal place of business in the County of Los Angeles, State of California.
2. Neal Lee, is and all times relevant hereto, was an individual residing in the County of Los Angeles, State of California. Neal Lee is a founding member of Young Scholars Institute LLC. (hereinafter “Defendant” or “YSI”) Neal Lee formerly worked at HS2 and is a Manager of Defendant YSI.
3. YSI is, and at all times relevant hereto, was a California Corporation, with its principal place of business in the County of Los Angeles, State of California.
4. At all times herein mentioned, each of the Defendants was the agent, servant, employee, joint-venturer, alter ego, subsidiary and/or under the same ownership and control, of the other Defendants, and each of them,

1 and at all said times, each Defendant was acting in the full course and  
 2 scope of said agency, service, employment and/or joint venture.

### 3 **JURISDICTION AND VENUE**

4  
 5 5. Plaintiff brings this action seeking to put an immediate stop to, and to  
 6 obtain redress for, Defendants' blatant and purposeful infringement of  
 7 federal and state law. This Court has jurisdiction under 28 U.S.C. § 1331  
 8 and U.S.C. § 1338(a), based upon the Defendants' violations of 17 U.S.C §  
 9 101, *et seq.*; 18 U.S.C. § 2701 *et seq.* the Stored Wire and Communications  
 10 Privacy Act; 18 U.S.C. § 2510 *et seq.*, the Wire and Electronics Interception  
 11 Act; Title 3 of the Omnibus Crime Control and Safe Streets Act of 1968,  
 12 specifically 18 U.S.C. § 2510 *et. seq.*, § 17 U.S.C. 101 *et seq.* Copyright  
 13 Infringement; and 18 U.S.C. § 1836 *et seq.* – Defend Trade Secrets Act.

14  
 15 6. This Court has personal jurisdiction over Defendants because, among other  
 16 things, Defendants are doing business in the State of California and in this  
 17 judicial district, the acts of infringement complained of herein occurred in  
 18 the State of California and in this judicial district, and Defendants have  
 19 caused injury to Plaintiff and their intellectual property within the State of  
 20 California in this judicial district.

21  
 22 7. This Court has pendant jurisdiction of the related state law claims asserted  
 23 in this Complaint pursuant to 28 U.S.C. §1367, because they arise from a  
 24  
 25  
 26  
 27  
 28

1 nucleus of operative facts common to the causes of action arising under  
2 Counts One, Two, Four and Eight, and because the exercise of pendent  
3 jurisdiction serves the interests of judicial economy, convenience and  
4 fairness to the parties.  
5

- 6 8. Venue in this district is proper pursuant to 28 U.S.C § 1391(b), since some,  
7 or all, of the conduct which is the subject of this Complaint occurred in Los  
8 Angeles County, State of California.  
9

10 **COMMON ALLEGATIONS**  
11

- 12 9. Plaintiff is a successful California based, private educational consulting  
13 business that provides college counseling, standardized test preparation, and  
14 academic assistance for thousands of students world-wide. Plaintiff has ten  
15 (10) locations throughout California. Plaintiff is one of the largest  
16 counseling firms in the United States.  
17  
18 10. Plaintiff's college counseling and preparation program involves a very  
19 complex system/program uniquely created by Plaintiff for its sole use in its  
20 educational consulting business (hereinafter "HS2 Academy Program").  
21 The proprietary program has been hugely successful in helping students  
22 with their admissions program into the top colleges and universities in the  
23 nation. The key to Plaintiff's success lies in its unique HS2 Academy  
24 Program and its approach to meeting the needs of its clients. Plaintiff  
25  
26  
27  
28

1 HS2's Academy Program is the subject of Copyright Application No. 1-  
2 4329666791.

3  
4 11. To maintain its position as a leader in this competitive industry, Plaintiff  
5 places a premium on the work ethic of its employees and in maintaining  
6 strict confidentiality over the company's proprietary insights, methods,  
7 practices, intellectual property and other confidential information. To  
8 ensure the highest level of protection for its confidential information,  
9 Plaintiff requires its employees to execute detailed agreements protecting  
10 such proprietary information, and HS2 is vigorous in its enforcement of  
11 those contractual requirements.  
12  
13

14  
15 12. In 2007, Plaintiff employed Defendant Neal Ivan Lee (hereinafter  
16 "Defendant Lee") as an instructor in two of Plaintiff's Southern California  
17 locations. During his years of employment with Plaintiff, Defendant Lee  
18 obtained detailed knowledge of Plaintiff's business model, its  
19 organizational methods and of the HS2 Academy Program.  
20  
21

22 13. In April 2015, while still employed by Plaintiff, Defendant Lee started his  
23 own competing business named Ahead Academy LLC ("AA LLC")  
24 Indeed, on April 11, 2015, during the course of Defendants' regular  
25 workday at HS2, Defendant was also having a "grand opening" for AA  
26 LLC. Defendant Lee set up his competing business (AA LLC) in close  
27  
28

1 physical proximity to Plaintiff's location and utilized the same business  
2 model, set up and program as Plaintiff's business. Plaintiff became aware  
3 and attended the AA LLC opening confirming that Defendant Lee had  
4 started the competing business and taken at least one employee from  
5 Plaintiff's business. Defendant Lee was immediately terminated. Upon  
6 termination Defendant Lee voluntarily signed a Separation  
7 Acknowledgement confirming that he was privy to proprietary  
8 information during his employment with HS2 and that he would not  
9 disclose or use this proprietary information and/or would not compete  
10 with HS2.  
11  
12  
13  
14

15 14. In order to further prevent Defendant Lee's unauthorized use of HS2's  
16 proprietary business model, set up and program and the unauthorized use  
17 of HS2's intellectual property, Plaintiff sent Defendant Lee two cease and  
18 desist letters dated April 15 and April 18, 2015. Shortly thereafter,  
19 Defendant Lee ceased conducting business as AA LLC.  
20  
21

22 15. Less than one month later on May 11, 2015, Defendant Lee, together with  
23 Steve Park and Connor Barry formed a company called Young Scholars  
24 Institute LLC ("YSI"). Steve Park is as an Officer and Connor Barry is a  
25 Manager of YSI. Defendant Lee unlawfully misappropriated, used and  
26 continues to use HS2's confidential and proprietary information and  
27  
28

1 intellectual property including but not limited to HS2's business model,  
2 program and intellectual property to establish and run YSI. YSI is  
3 currently engaged in the unauthorized use of HS2's proprietary  
4 intellectual property.  
5

6 16. In plain violation of HS2's stringent confidentiality protections, the acts of  
7 Defendants in this case clearly demonstrate a carefully orchestrated plan  
8 and conspiracy to abscond with HS2's proprietary and confidential  
9 information regarding the intricacies of HS2's business model and  
10 intellectual property. The stolen information, plus the proprietary  
11 information to which Defendant Lee was exposed to during his  
12 employment at HS2, is the epitome of protected trade secrets under  
13 Federal and California law.  
14  
15

16 17. After YSI began its operations, Plaintiff discovered that, in violation of  
17 Federal and California law, Defendant YSI illegally and intentionally  
18 accessed Plaintiff's electronic mail (e-mail) account to interfere in HS2's  
19 current and prospective business.  
20  
21

22 18. Defendant YSI, at all times mentioned herein, intercepted and continues to  
23 intercept e-mails from current and prospective clients of HS2 and  
24 intentionally and affirmatively seek to divert said clients from HS2 to  
25 YSI. Plaintiff became aware that when current and/or prospective clients  
26  
27  
28

1 of HS2 would send communications to HS2, the e-mail would be  
2 intercepted by Defendants. Immediately after an e-mail was sent to or  
3 from HS2 the current or prospective client would receive an e-mail from  
4 YSI attempting to solicit the client with advertising. Plaintiff became  
5 aware of Defendants' illegal and unauthorized interception of Plaintiff's  
6 e-mail account when existing and prospective clients began advising HS2  
7 of the unsolicited e-mails and advertising being sent to them by YSI.  
8

9  
10 19. In order to investigate these claims, Plaintiff HS2 created several  
11 temporary e-mail accounts unrelated to HS2's e-mail address. Utilizing  
12 these e-mail accounts, e-mails were sent to HS2, inquiring about HS2's  
13 services. Immediately and/or shortly thereafter, these temporary e-mail  
14 accounts would receive an unsolicited e-mail from YSI advertising its  
15 business. For example:  
16  
17

18  
19 a. On September 21, 2016, HS2 created the temporary e-mail address  
20 [alyssa\\_phong@hotmail.com](mailto:alyssa_phong@hotmail.com) and sent an e-mail from  
21 [alyssa\\_phong@hotmail.com](mailto:alyssa_phong@hotmail.com) to HS2 inquiring regarding its services.  
22 Within twenty-four (24) hours, YSI sent an unsolicited an e-mail to  
23 [alyssa\\_phong@hotmail.com](mailto:alyssa_phong@hotmail.com) advertising its business.  
24

25  
26 b. On January 15<sup>th</sup>, 2016, HS2 created the temporary e-mail address  
27 [jorgejl8899@hotmail.com](mailto:jorgejl8899@hotmail.com) and sent an e-mail from  
28



1 [jorgejl8899@hotmail.com](mailto:jorgejl8899@hotmail.com) to HS2 inquiring regarding its services.

2 On February 8, 2016, YSI sent an unsolicited e-mail to  
3 [jorgejl8899@hotmail.com](mailto:jorgejl8899@hotmail.com) advertising its business.  
4

5 c. On January 11, 2016, HS2 registered two new clients. During the  
6 registration process and while at one of HS2's southern California  
7 locations, HS2 personnel created a new e-mail account for one of the  
8 registering students - ([1119569892@qq.com](mailto:1119569892@qq.com)). A test e-mail was sent  
9 by the HS2 employee to the e-mail address of both registering  
10 students including the newly created e-mail address  
11 ([1119569892@qq.com](mailto:1119569892@qq.com)). Within one hour after the test e-mails were  
12 sent, both students and their parents received unsolicited e-mails  
13 from YSI advertising its business and its prices. The students  
14 complained to HS2 and asked for a price match or refund.  
15

16 d. In September 2015, a student registered with HS2, and shortly after  
17 registering received an unsolicited e-mail from YSI. The student  
18 complained that HS2 had released his e-mail information to YSI.  
19 The student cancelled his registration with HS2.  
20

21 e. Current students are being sent unsolicited advertisements from YSI.  
22 YSI obtained the e-mail addresses of current students by and through  
23 its unauthorized invasion of HS2's e-mail communications.  
24  
25  
26  
27  
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1 20. Defendants' intercepted e-mails sent by HS2 used information contained  
2 therein to send unsolicited e-mails job solicitations for YSI.

3 a. On September 21 2016, HS2 created the temporary e-mail address  
4 [kanderson0314@hotmail.com](mailto:kanderson0314@hotmail.com). Thereafter, an e-mail communication  
5 was sent by HS2 to [kanderson0314@hotmail.com](mailto:kanderson0314@hotmail.com) regarding potential  
6 employment opportunities at HS2. The next day, on September 22,  
7 2016, YSI sent an unsolicited e-mail to  
8 [jkanderson0314@hotmail.com](mailto:jkanderson0314@hotmail.com) regarding employment opportunities  
9 at YSI.  
10

11 b. On September 21, 2016, HS2 created the temporary e-mail address  
12 [kwong0619@outlook.com](mailto:kwong0619@outlook.com). Thereafter, e-mail communication was  
13 sent by HS2 to [kwong0619@outlook.com](mailto:kwong0619@outlook.com) regarding potential  
14 employment opportunities at HS2. The next day, on September 21,  
15 2016, YSI sent an unsolicited e-mail to [kwong0619@outlook.com](mailto:kwong0619@outlook.com)  
16 regarding employment opportunities at YSI.  
17

18 c. On September 21, 2016, HS2 created the temporary e-mail address  
19 [amy.tong5433@gmail.com](mailto:amy.tong5433@gmail.com). Thereafter, e-mail communication was  
20 sent by HS2 to [amy.tong5433@gmail.com](mailto:amy.tong5433@gmail.com) regarding potential  
21 employment opportunities. The next day, on September 21, 2016,  
22  
23  
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28

1 YSI sent an unsolicited e-mail to [kwong0619@outlook.com](mailto:kwong0619@outlook.com)  
2 regarding employment opportunities at YSI.

3  
4 21. HS2 has become aware that YSI is defaming HS2's service to current or  
5 prospective students. YSI obtained the e-mail addresses of current and  
6 prospective students by and through its unauthorized invasion of HS2's e-  
7 mail communications.  
8

9 22. YSI invaded and intercepted the e-mail communications described above,  
10 without the knowledge or consent of Plaintiff, and in violation of federal  
11 and state law.  
12

### 13 **CAUSES OF ACTION**

#### 14 **COUNT ONE (Violation of 18 U.S.C. § 2511 – “The Wiretap Act”)**

##### 15 **Against Defendants LEE and YSI**

16  
17 23. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
18 paragraphs.  
19

20 24. At all times relevant times herein, The Electronic Communications  
21 Privacy Act, 18 U.S.C. § 2511, prohibited the intentional interception,  
22 disclosure, or use of the contents of any electronic communications  
23 between two parties without the consent of one or both of the parties to  
24 the communication.  
25  
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1 25. Defendants intentionally intercepted Plaintiff's electronic  
2 communications, i.e. e-mail, without Plaintiff's consent thereby violating  
3 18 U.S.C. § 2511(1)(a).  
4

5 26. Defendants intentionally disclosed or endeavored to disclose Plaintiff's  
6 electronic communications without Plaintiff's knowledge or consent,  
7 while knowing or having reason to know that the information was  
8 obtained through the interception of wire, oral or electronic  
9 communication in violation of 18 U.S.C. § 2511(1)(c).  
10  
11

12 27. Defendants intentionally used, or endeavored to use, the contents of  
13 Plaintiff's electronic communications without Plaintiff's knowledge or  
14 consent, while knowing or having reason to know that the information  
15 was obtained through the interception of wire, oral or electronic  
16 communication in violation of 18 U.S.C. § 2511(1)(d).  
17  
18

19 28. Pursuant to 18 U.S.C. § 2520, Plaintiff is entitled to relief for the  
20 Defendants' violations of 18 U.S.C. § 2511(1)(a),(c) and (d).  
21

22 **COUNT TWO (Violation of 18 U.S.C. § 2701 – Stored**  
23 **Communications Act)**  
24

25 **Against Defendant Lee and YSI**

26 29. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
27 paragraphs.  
28

1 30. At all relevant times herein, The Stored Communications Act, 18 U.S.C. §  
2 2701(a) prohibited the intentional unauthorized access of a facility  
3 through which an electronic communication service is provided whereby  
4 an individual obtains access to an electronic communication which is in  
5 electronic storage in such system.  
6

7  
8 31. As set forth in paragraphs 17-21, Defendants violated 18 U.S.C. § 2701(a)  
9 by intentionally and without Plaintiff's knowledge, consent or  
10 authorization repeatedly accessed electronic communications while said  
11 electronic communications were in electronic storage.  
12

13 32. Pursuant to 18 U.S.C. § 2707, Plaintiff is entitled to relief for the  
14 Defendants' violations of 18 U.S.C. § 2701(a).  
15

16 **COUNT THREE (Violation of California Penal Code § 502 –**  
17 **California Comprehensive Computer Data Access and Fraud Act.)**  
18

19 **Against Defendants Lee and YSI**  
20

21 33. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
22 paragraphs.  
23

24 34. Defendants knowingly accessed and without permission took, copied,  
25 and/or used data from HS2's computers, computer systems and/or  
26 computer network in violation of California Penal Code § 502(c)(2)  
27  
28

1 35. Defendants knowingly accessed and without permission use or caused to  
2 be used HS2's computers, computer systems and/or computer network in  
3 violation of California Penal Code § 502(c)(3)  
4

5 36. Defendants knowingly and without permission accessed and accessed or  
6 caused to be accessed HS2's computer, computer systems and/or  
7 computer network in violation of California Penal Code § 502, identified  
8 above.  
9

10 37. Defendants' conduct also caused irreparable and incalculable harm and  
11 injuries to HS2 (including but not limited to HS2's reputation and  
12 goodwill), and, unless enjoined, will cause further irreparable and  
13 incalculable injury, for which HS2 has no adequate remedy at law.  
14

15 38. Defendants willfully violated California Penal Code § 502 in disregard  
16 and derogation of HS2's rights, and the rights of HS2's clients, and  
17 Defendants' actions as alleged above were carried out with oppression,  
18 fraud and malice.  
19

20 39. Pursuant to California Penal Code § 502(e), HS2 is entitled to injunctive  
21 relief, compensatory damages, punitive or exemplary damages, attorneys'  
22 fees, costs and other equitable relief.  
23

24 ///

25 ///

**COUNT FOUR (Copyright Infringement § 17 U.S.C. 101 et seq. –**

**Direct, Vicarious and Contributory)**

**Against Defendant Lee and Defendant YSI**

40. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

41. Plaintiff's HS2 Academy Program is the subject of Copyright application No. 1-4329666791.

42. Defendants had access to Plaintiff's proprietary data including but not limited to Plaintiff's HS2 Academy Program.

43. Defendants have copied and/or created derivative works from Plaintiff's HS2 Academy Program and/or portions thereof, and continue to do so.

44. The copies and/or derivative works created by Defendants are unauthorized.

45. At all times relevant, Defendants obtained direct financial benefit from the infringement and had the right and ability to control the infringing conduct, and/or intentionally induced, encourages, caused or materially contributed to the infringement.

46. The foregoing acts of Defendants constitute direct infringement, vicarious infringement, and/or contributory infringement of HS2's exclusive rights in its copyrighted works under 17 U.S.C. §106.

1 47. Upon information and belief, Defendants' actions were and are  
2 intentional, willful, wanton and performed in disregard of HS2's rights.

3 48. Plaintiff has been and will continue to be damaged, and Plaintiff has been  
4 unjustly enriched by Defendants' unlawful infringement.

5 49. Defendants conduct also has caused irreparable and incalculable harm and  
6 injuries to HS2, and, unless enjoined, will cause further irreparable and  
7 incalculable injury, for which HS2 has not adequate remedy at law.

8 50. Plaintiff is entitled to the relief provided by 17 U.S.C. §§ 502-505  
9 including but not limited to, injunctive relief, an order for the impounding  
10 and destruction of all Defendants' infringing copies and/or derivative  
11 works, compensatory damage (including but not limited to actual damages  
12 and/or Defendants' profits), statutory damages, punitive damages, and  
13 HS2's costs and attorneys' fees in amount to be determined at trial.

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18  
19 **COUNT FIVE (California Business and Professions Code § 17200**

20 **et seq. – Unlawful, Unfair and Fraudulent Competition)**

21 **Against Defendant Lee and Defendant YSI**

22 51. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
23 paragraphs.  
24  
25  
26  
27  
28



1 52. The acts and conduct of Defendants as alleged above in this Complaint  
2 constitute unlawful, unfair and/or fraudulent business acts or practices as  
3 defined by Cal. Bus. & Prof. Code § 17200 et seq.  
4

5 53. Defendants' acts of unlawful, unfair and fraudulent competition have  
6 caused harm to competition, to consumers and to its competitors.  
7 Defendants' acts of unlawful, unfair and fraudulent competition have  
8 proximately caused HS2 to suffer injury in fact and loss of money and/or  
9 property (including as a result of expenses that HS2 has incurred and  
10 continues to incur, in its efforts to prevent and deter Defendants from  
11 engaging in unlawful conduct) in an amount to be proven at trial.  
12 Defendants' acts of unlawful, unfair and fraudulent competition also have  
13 caused irreparable and incalculable injury to HS2, and, unless enjoined  
14 could cause further irreparable and incalculable injury, whereby HS2 has  
15 not adequate remedy at law.  
16  
17  
18  
19

20 **COUNT SIX (Intentional and Negligent Interference with**  
21 **Prospective Economic Advantage)**  
22 **Against Defendants LEE and YSI**  
23

24 54. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
25 paragraphs.  
26  
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1 55. HS2 had a reasonable probability of a prospective economic relationship  
2 with consumers of college counseling, standardized test preparation, and  
3 academic assistance and/or a reasonable probability of a continuing  
4 economic relationship with its existing clients.  
5

6 56. Defendants knew or should have known of these prospective and ongoing  
7 economic relationships, and intentionally, knowingly and wrongfully  
8 and/or negligently induced and proximately caused disruptions of those  
9 relationships. Defendants' activities were independently wrongful and  
10 caused damage and injury to HS2, including lost opportunities for  
11 economic relationships and erosion of economic relationships.  
12  
13  
14

15 57. As a result of Defendants activities, HS2 has been damaged in an amount  
16 to be proven at trial.  
17

18 58. Defendants' acts described above were performed with oppression, fraud  
19 and malice. Accordingly, HS2 is entitled to punitive damages under  
20 California Civil Code §3294, in an amount to be proven at trial.  
21

22 **COUNT SEVEN (Trespass to Chattels)**

23 **Against Defendants Lee and YSI**  
24

25 59. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
26 paragraphs.  
27  
28

1 60. At all relevant times herein, Plaintiff held a possessory interest in its e-  
2 mail communications the intrinsic value of which was based in part upon  
3 the confidential and private nature of the communications.  
4

5 61. Through its actions, Defendants intentionally intermeddled with Plaintiff's  
6 possessory interest in its e-mail communications.  
7

8 62. By intermeddling with Plaintiff's e-mail communications, Defendants  
9 dispossessed Plaintiff of the confidential and private aspects of said  
10 communications and used the information contained therein for its  
11 commercial gain, thereby impairing the condition, quality and value of  
12 Plaintiff's property.  
13  
14

15 63. By reason of said trespass, Defendants conducted themselves in a manner  
16 that was malicious, oppressive, outrageous, willful, wanton, reckless and  
17 abusive so as to entitled Plaintiff to compensatory and punitive damages.  
18

19 **COUNT EIGHT (Violation of 18 U.S.C. § 1836 et seq. – Defend**

20 **Trade Secrets Act ("DTSA") of 2016)**

21 **Against Defendant Lee**

22  
23 64. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
24 paragraphs.  
25

26 65. Defendant knowingly accessed and without permission stole, took, carried  
27 away or used HS2 trade secrets including but not limited to HS2's  
28

1 business model, and HS2' Academy Program in violation of California  
2 Penal Code § 499(c). At all times mentioned herein, Defendant was  
3 aware that Plaintiff took extraordinary steps to ensure the confidentiality  
4 of its trade secrets.  
5

6 66. Defendant obtained access to HS2's business model and HS2's Academy  
7 Program through a relationship of trust and confidence and, without  
8 authority and in breach of the obligations created by that relationship  
9 made or caused to be made a copy of to HS2's business model, and HS2  
10 Academy.  
11

12 67. Defendant knowingly and intentionally intended to appropriate HS2's  
13 trade secrets from HS2.  
14

15 68. Defendant's conduct also caused irreparable and incalculable harm and  
16 injuries to HS2 (including but not limited to HS2's reputation and  
17 goodwill), and, unless enjoined, will cause further irreparable and  
18 incalculable injury, for which HS2 has no adequate remedy at law.  
19

20 69. Defendant willfully violated 18 U.S.C. § 1836 in disregard and derogation  
21 of HS2's rights, Defendant's actions as alleged above were carried out  
22 with oppression, fraud and malice.  
23

24 70. HS2 is entitled to injunctive relief, compensatory damages, punitive or  
25 exemplary damages, attorneys' fees, costs and other equitable relief.  
26  
27  
28

**COUNT NINE (Temporary and Permanent Injunctive relief Pursuant  
to 18 U.S.C. §2520(b), 18 U.S.C. §2707(b), Cal. Code Civ. Proc. §525)**

**As against all Defendants**

71. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

72. As direct and proximate result of Defendants conduct as described herein, Plaintiff has suffered irreparable harm through the loss of its confidential and private e-mail communications. Given that Defendants are currently engaged in the exact same business as Plaintiff, the Defendants misappropriation, possession and continued use and disclosure of the confidential information gained in violation of state and federal law poses a substantial risk of irreparable harm. The total loss to Plaintiff in economic terms cannot be accurately measured at this time.

73. Plaintiff has a substantial likelihood of success on the merits of its claims. In addition, the magnitude of the injury being suffered due to Defendants' unlawful conduct heavily outweighs whatever hardship Defendants' could allege or prove from being restrained as requested.

74. The granting of the injunctive relief requested herein will not adversely affect any public policy or public interest.

1 75. Injunctive relief, as an equitable remedy, is authorized by 18 U.S.C.  
2 §2520(b) and 18 U.S.C. §2707(b), and as such Plaintiff need not  
3 demonstrate an irreparable injury or inadequacy of other remedies, but  
4 merely show a *prima facie* case of illegality and that an injunction would  
5 fulfil the legislative purpose of the statute. A temporary restraining order  
6 and preliminary injunction will fulfill the purposes of these statutes.  
7

9 76. At this point, Plaintiff has no adequate remedy at law and is suffering  
10 immediate, imminent, and irreparable harm. Should Defendants' actions  
11 in using and disclosing the communications and information illegally  
12 obtained continue unabated, they will continue to harm Plaintiff's ability  
13 to conduct its business.  
14

16 77. Further, a substantial risk exists that in the absence of an appropriate order  
17 directing Defendants to preserve material evidence, Defendants will  
18 destroy or conceal evidence supporting the claims articulated in this  
19 Complaint. Specific items at risk of spoliation include, but are not limited  
20 to: digital storage devices, computer hard drives, files stored on-line,  
21 stored e-mail communications, downloaded e-mail communications and  
22 any attachments thereto; correspondence or memoranda summarizing the  
23 contents of Plaintiff's e-mail communication. Given that much of the  
24 evidence at issue is likely to be in digital format, the risk of loss through  
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28

1           inadvertence, accident, or deliberate action is heightened. In the event  
2           that such evidence is lost, mishandled or destroyed, Plaintiff's ability to  
3           establish its claims and damages will be threatened with irreparable harm.  
4

5       78. There is reason to believe that in the absence of an immediate restraining  
6           order restraining the destruction or manipulation of material evidence,  
7           such items will be destroyed or concealed.  
8

9       79. Issuance of a temporary restraining order requiring Defendants to preserve  
10           all material evidence in their possession, custody or control would aid in  
11           fulfilling the remedial purposes articulated in 18 U.S.C. §2520© and 18  
12           U.S.C. §2707(c).  
13  
14

15       80. Plaintiff has not provided notice to Defendants of this action or the relief  
16           sought herein on the grounds that to do so would accelerate the risk of  
17           destruction of evidence which Plaintiff is seeking to prevent. As to the  
18           requirement of a bond, the Court should set a minimum bond amount of  
19           no more than \$100.00 on the grounds that the relief being sought will not  
20           cause damage to Defendants in that Defendants have no legal right to  
21           possess, disclose or use Plaintiff's e-mail or any derivative materials.  
22  
23  
24

25       81. Accordingly, Plaintiff requests a temporary restraining order and  
26           permanent injunctions against Defendants Lee and YSI, their agents,  
27  
28

1 servants, employees and those persons in active concert or participation  
2 with them, from:

- 3 a. Deleting, altering, destroying or removing any e-mails or electronic  
4 communications directly or indirectly originating from Plaintiff's e-  
5 mail accounts [info@hs2academy.com](mailto:info@hs2academy.com) and hs2academy.com ;  
6  
7  
8 b. Deleting, altering, destroying or removing any e-mails or electronic  
9 communications directly or indirectly originating from Defendants'  
10 e-mail account YSI@gmail.com;  
11  
12 c. Deleting, altering, destroying or removing any hard copy of any e-  
13 mails or electronic communications or attachments thereto which  
14 directly or indirectly originated from Plaintiff's e-mail accounts  
15 [info@hs2academy.com](mailto:info@hs2academy.com) and hs2academy.com;  
16  
17  
18 d. Deleting, altering, destroying or removing any hard copy of any e-  
19 mails or electronic communications or attachments thereto which  
20 directly or indirectly originated from Defendants' e-mail account  
21 [YSI@gmail.com](mailto:YSI@gmail.com);  
22  
23 e. Deleting, altering, destroying or removing any summary of any e-  
24 mails or electronic communications or attachments thereto which  
25 directly or indirectly originated from Plaintiff's e-mail accounts  
26 [info@hs2academy.com](mailto:info@hs2academy.com) and hs2academy.com;  
27  
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1 f. Deleting, altering, destroying or removing any summary of any e-  
2 mails or electronic communications or attachments thereto which  
3 directly or indirectly originated from Defendants' e-mail account

4 [YSI@gmail.com](mailto:YSI@gmail.com)

5  
6 g. Directly or indirectly using or disclosing any information contained  
7 within any of Plaintiff's e-mail or documents attached to any such e-  
8 mail that Defendants may have intercepted.  
9

10 82. Plaintiff further requests that the Court enter Temporary Restraining  
11 Orders requiring:  
12

13 a. Defendants Lee and YSI and their agents, servants, employees and  
14 those persons in active concert or participation to preserve any and all  
15 evidence of any intercepted e-mails from Plaintiff;  
16

17 b. Defendants Lee and YSI and their agents, servants, employees and  
18 those persons in active concert or participation to preserve any and all  
19 evidence of any disclosure or dissemination of Plaintiff's e-mail  
20 communications or any information contained therein;  
21

22 c. Defendants Lee and YSI and their agents, servants, employees and  
23 those persons in active concert or participation to preserve any and all  
24 portable or fixed electronic storage devices including but not limited  
25 to, hard drives, floppy disks, on-line storage, thumb or zip drives,  
26  
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1 compact disks or flash drives containing e-mails directly or indirectly  
2 originating from or sent to Plaintiff's e-mail account or any e-mail  
3 account utilized by either Defendants;  
4

5 d. That pending further order of this Court, all items and materials  
6 covered by this order shall be preserved in such a manner as to  
7 maintain the integrity of the data, including all associated meta-data  
8 existing as of the date of this order;  
9

10 e. That the Court, pursuant to Fed. R. Civ. P. 53, appoint a Special  
11 Master with training and knowledge in computer forensics to  
12 examine all electronic storage devices and media in the possession,  
13 custody or control of Defendants, to the extent that such items were  
14 used to store data related to any interception of Plaintiff's e-mail at  
15 any time prior to the date of service of this Order, for the purpose of  
16 identifying any e-mails or data material to this action, and to perform  
17 any other function or duty ordered by the Court. Plaintiff will incur  
18 the expenses to have each such item imaged for the purpose of  
19 preserving, cataloging and subject to further order, locating evidence.  
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25 83. The Temporary Restraining Order, as requested above, is warranted in  
26 that it would be of assistance in preserving the status quo.  
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28

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for the following relief:

- A. For injunctive relief as follows: A temporary and permanent injunction enjoining and restraining Defendants and all persons or entities acting in concert during the pendency of this action perpetually from:
1. Accessing or attempting to access HS2's website, computer systems and e-mail communications;
  2. Initiating unsolicited commercial electronic mail to HS2 clients and employees;
  3. Electronic monitoring, surveillance or wiretapping of Plaintiff.
- B. An award to HS2 of damages, including but not limited to compensatory, statutory and punitive damages, as permitted by law and in such amounts to be proven at trial;
- C. A temporary and permanent injunction enjoining and restraining Defendants and all persons or entities acting in concert during the pendency of this action to preserve all documentary and physical evidence in their care, custody or control, including all electronic devices that may contain evidence of Plaintiff's electronic communications.
- D. An award to HS2 for reasonable costs, including attorneys' fees.

1 E. For pre and post-judgment interest as allow by law.

2 F. For such other relief as the Court may deem just and proper.

3  
4 Dated: January 26, 2017

By: /S/  
5 John B. Larson, Esq.,  
6 Gloria G. Medel, Esq.,  
7 Attorneys for Plaintiff,  
8 LIVEWIRECYBER, INC., dba  
9 HS2 Academy  
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**JURY DEMAND**

84. Pursuant to the seventh Amendment of the Constitution of the United States if America, Plaintiff is entitled to, and demands, a trial by jury.

Dated: January 26, 2017

By:       /S/        
John B. Larson, Esq.,  
Gloria G. Medel, Esq.,  
Attorneys for Plaintiff,  
LIVEWIRECYBER, INC., dba  
HS2 Academy

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